IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.1152 OF 2003
IN
SUMMARY SUIT NO.1711 OF 2003

Kawasaki Kisen Kaisha Ltd. .. Plaintiffs

Vs.

Indo Rama Synthetics (I) Ltd. ..Defendants

Mr.Birendra Saraf i/b A.Mehta Laljee and Co.for the plaintiffs

Mr.Moham M.Jaykar a/w Ashish Panickar i/b Khaitan & Jaykar for the defendants

CORAM : S.U.KAMDAR, J
DATED : 12TH SEPTEMBER, 2005

P.C.:

1. The present suit is filed on the basis of written contract at Ex.B to the plaint. The claim in the suit is in respect of charges payable by the defendants for the container which was used by the defendants and not returned in time. Letter dt.12.1.02 interalia provides that the defendant undertook to pay detention charges of the container as per the standard rates. Plaintiff has computed the container charges and has claimed a sum of Rs.8,06,536. The learned counsel for the

defendants has contended firstly that the plaintiffs themselves gave a concession of Rs.7,30,964/- and requested the defendants to pay the balance of the detention charges in the sum of Rs.4,75,127/- as on 10.7.02. Accordingly the said amount of Rs.8,60,536/- is not due and payable. On the other hand the learned counsel for the plaintiffs contends that the said concession was given if the amount is paid by the defendant. On failing to pay the amount the plaintiffs are entitled to entire charges. The learned counsel for defendants further states that the container was damaged and in respect of damage defendants have incurred the repair charges which they are entitled to be reimbursed by the plaintiff. I do not find any substance in any of the contentions raised by the defendant. The amount is admittedly due and payable only dispute raised is about the quantum. In view thereof, I am of the opinion that with a view to give the defendants an opportunity to defend, I direct the defendants the deposit a sum of 5 lacs within four weeks failing which plaintiffs will be entitled to decree. If the said amount is deposited the Prothonotary and Senior

Master is directed to invest the same in any Nationalised Bank in Fixed Deposit initially for a period of 3 years and then renew the same from time to time till further orders of this court. If the amount is deposited then suit is to be transferred to the list of Commercial Causes. Written Statement or points of defence to be filed within four weeks from the date of deposit. Affidavits, list of documents to be filed within four weeks thereafter. Inspection within four weeks thereafter. Suit to be on board of the learned Judge taking Commercial Causes.